



January 21, 2010

The Honorable Charles Terreni  
Chief Clerk/Administrative  
Public Service Commission of South Carolina  
P. O. Drawer 11649  
Columbia, South Carolina 29211

RE: Request to Revise Area Lighting Service Schedule ALS, Street Lighting Service Schedule SLS and the Street Lighting Service Regulations  
SCPSC Docket No. 2009-\_\_\_\_-E

Dear Mr. Terreni:

Enclosed for filing with and approval by the Public Service Commission of South Carolina is Progress Energy Carolinas, Inc.'s (the Company or PEC) request to revise Area Lighting Service Schedule ALS and Street Lighting Service Schedule SLS to offer outdoor lighting using light emitting diode (LED) technology. PEC is also seeking approval to revise its Street Lighting Service Regulations to adopt a standard termination charge for all outdoor lighting, to simplify the cost calculation when changing-out existing street light facilities to a different lighting option, and to revise its lighting facility relocation practices.

LED technology is an electronic light source using semiconductor diodes. It offers many advantages over traditional light sources including lower energy consumption, longer operating lives, improved light distribution, smaller sizes, and faster re-start times following service interruptions. The primary disadvantage is a significantly higher equipment cost, although the cost is expected to decline over the next several years as demand for the LED products increases and manufacturers benefit from production efficiencies. Tests conducted by PEC in early 2009 indicate that energy consumption versus a comparable high pressure sodium vapor (HPS) luminaire can be significantly reduced while delivering an acceptable light level and an improved light quality. Efficiency improvements are realized with the way LED luminaires direct uniform vertical light out of the luminaire and onto the task surface (roadway, etc.). The SC Department of Transportation and the Illuminating Engineering Society of North America Roadway Committee are presently studying this improved efficiency metric to evaluate and determine if LED lighting standards for state roads and highways should be updated. LED lighting is not described on the proposed tariffs in lumens because of the potential confusion between "delivered lumens" which is the new IES standard for rating an LED luminaire and "lamp lumens" that is the standard for luminaires with light sources like HPS and metal halide. A comparison between LED and other light sources will be offered to customers in other Company literature to assist customers in selecting the best lighting option to meet their application needs.

For SLS service, PEC is proposing both a “Standard Option” and a “Customer-Ownership Option”. For ALS service PEC is only proposing a “Standard Option”. The “Standard Option” consists of four categories, each with a fixed monthly rate, as shown on the Schedule, and an additional facilities charge that will be determined at the time of installation. Because the purchase cost of LED lighting luminaires is expected to significantly decline in the coming years, the monthly rate is set at the expected future luminaire cost with any difference between today’s purchase price being recovered through a monthly additional facilities charge. This approach allows the monthly rate to automatically decline to recognize cost reductions while early adopters still pay the full cost of installing this technology.

The SLS service “Customer-Ownership Option” requires the customer to purchase and retain ownership of the LED luminaire. The monthly rate will recover the Company’s cost to install the customer’s luminaire using a Company-provided bracket, to provide electricity based upon an estimated monthly consumption, to recover a pole attachment fee, and to perform routine maintenance. If the LED luminaire requires replacement, it will be replaced by PEC with the customer providing a replacement luminaire. The luminaire must meet all Company specifications and be provided by an approved manufacturer for the specific delivered lumens category. This approach allows cities and governmental agencies to take advantage of funds available from the Stimulus Bill and other sources to encourage energy efficient lighting. This option is only available in conjunction with energy efficient LED lighting.

The specific changes to the Monthly Rate paragraphs of the ALS and SLS schedules are:

- 1) A new section is added to provide the monthly rate and kWh consumption for the four proposed LED categories (referred to as the “Standard Option” in Schedule SLS). As noted above, the monthly rate is set to recover the expected future cost of providing the luminaire with any difference in the installation cost being recovered through a manually calculated monthly facilities charge under the additional facilities plan. The following table provides a comparison of the monthly rate with and without the monthly charge under the additional facilities plan based upon today’s luminaire cost, although as luminaire prices decline in the coming months, the additional facilities portion of the monthly rate will also decline.

LED Luminaire	Monthly Rate (as shown in tariff)	Total Monthly Rate (includes both the Monthly Rate and the current estimated monthly charge for additional facilities)
LED 75	\$7.00	\$11.87
LED 105	\$10.00	\$14.10
LED 215	\$15.00	\$23.22
LED 205 Site Lighter	\$15.00	\$30.52

- 2) A new section is added to Schedule SLS to describe the “Customer Ownership Option” with a listing of the monthly rate and kWh consumption for the same four lumen categories.



The Company's Street Lighting Service Regulations (SLSR) describe the terms and conditions under which lighting is offered under the Street Lighting Service Schedule. To encourage the installation of energy efficient LED lighting, PEC reviewed its policies and practices regarding customer requested changes to existing lighting systems. Several improvements were identified to enhance the administration of such changes and standardize the determination of any applicable charges.

- 1) PEC proposes to revise Paragraph 13 of the SLSR to allow a customer to terminate a street light before the expiration of the initial Contract Term for a sum equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial Contract Period. This provision is identical to the charge applicable under the Area Lighting Schedule. After the expiration of the initial Contract Period, the light could be terminated at no charge. This change simplifies the current termination charge calculation that requires detailed cost estimates be created.
- 2) PEC is seeking to revise its change-out policy stated in Paragraph 4 of the SLSR. A change-out involves the replacement of an existing luminaire, pole or post with a different luminaire, pole or post. Currently, if a customer desires to replace existing lighting facilities that are not at the end of their life and are not upgraded to a higher lumen classification, the customer must pay the entire cost of removing the existing facilities and installing the new facilities, less any salvage value for facilities being removed. The existing policy may discourage replacement with high energy efficient LED lighting. The calculation of the change-out charge requires detailed engineering estimates before a charge can be quoted to a customer. Under the proposed revised policy, the luminaire change-out charge, regardless of the lumen level of the new facilities, is \$50 which is approximately the cost of a site trip. If the change-out includes the replacement of a pole or post, the charge will be \$500 to recover the approximate installation cost of a new pole or post and a site trip. If the change-out involves a change in the overall lighting design and the pole is not installed in the same location, the customer will also pay any underground excess footage charge and abnormal construction cost for the new underground circuit pursuant to Schedule SLS. If the luminaire to be replaced has been installed 20 years or longer there would be no charge, other than the underground and abnormal construction cost applicable under a change in the overall lighting design. Twenty years is less than the 27-year average depreciable life of street lights, but should not have a significant detrimental effect on street lighting rates in the long term.
- 3) PEC is proposing to revise its relocation policy stated in Paragraph 5 of the SLSR. Currently, if a customer requests that existing lighting facilities be relocated within the same general area, the customer will pay the estimated loss in salvage less 10% for each full year the facilities have been installed (5% for nonstandard or custom designed facilities with a 20 year contract term). After 10 or 20 years there is no charge. To simplify the calculation of the charge, PEC proposes to

revise the relocation charge to match its termination charge with the customer paying 40% of the bills which otherwise would have been rendered for the unexpired months of the initial Contract Period. PEC is also seeking to clarify its current practice that when the lighting relocation also involves the relocation of other general distribution facilities, such as typically occurs with a major road widening project, that the relocation cost will be determined pursuant to the Line Extension Plan.

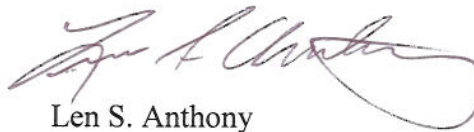
PEC requests that the Commission:

1. Approve revised Area Lighting Service Schedule ALS-13A and Street Lighting Service Schedule SLS-13A.
2. Approve the requested revisions to the change-out, relocation and termination provisions of the Street Lighting Service Regulations.

A copy of revised Area Lighting Service Schedule ALS-13A and Street Lighting Service Schedule SLS-13A is attached as Exhibit Nos. 1 and 2. The revised Street Lighting Service Regulations and a mark-up of the Regulations to highlight all changes are attached as Exhibit Nos. 3 and 4, respectively. This request continues PEC's emphasis on promoting environmentally prudent and energy efficient lighting sources.

Attached as Exhibit No. 5 is the LED Customer-Owned Street Lighting Service Agreement Addendum that describes the terms and conditions of service for customer-owned lighting. This exhibit is filed pursuant to 26 S. C. Code Ann. Reg. 103-346 (1976 as amended) which requires all contract forms be filed with the Commission. The availability of the LED luminaire options is requested to be delayed and become effective for service rendered on and after March 1, 2010, to provide adequate time to secure the new LED luminaires for installation.

Very truly yours,



Len S. Anthony  
General Counsel  
Progress Energy Carolinas, Inc.

Attachments



AREA LIGHTING SERVICE  
SCHEDULE ALS-13A

AVAILABILITY

This Schedule is available for service supplied in the lighting of outdoor areas, private streets, and private driveways by means of mercury vapor, metal halide, and sodium vapor lighting units. Lighting units will be bracket-mounted on Company-owned poles and the mercury vapor lamps will be color corrected.

This Schedule is not available for the lighting of dedicated streets or highways.

SERVICE

Prior to installing area lighting facilities, Customer and Company must enter into an agreement for Area Lighting Service. The service supplied by Company will include the installation and operation, according to Company standards and requirements, of the area lighting units and will include the furnishing of electricity required for the illumination of the lamps from dusk to dawn. Company will perform as soon as practicable, during regular working hours, the necessary maintenance to restore illumination after Customer has notified Company that a lamp is not burning. The lumen rating of the lighting units listed under the MONTHLY RATE indicates the class of lamp.

MONTHLY RATE

1. Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard area lighting fixtures installed on Company's system distribution poles. The basic rate does not include the monthly charges for additional facilities, area lighting poles, underground service, Masterpiece Series Standard Facilities, or any contribution required under this Schedule.

<u>Sodium Vapor Units</u>	<u>Monthly Charge Per Fixture</u>
5,800 lumen	\$ 6.65
9,500 lumen	10.50
16,000 lumen	12.58
28,500 lumen	16.70
50,000 lumen	21.01
50,000 lumen flood	23.56
<u>Metal Halide Units</u>	
9,000 lumen	\$ 13.02
20,000 lumen	18.53
33,000 lumen	23.64
110,000 lumen	47.31

Lighting Fixtures – No Longer Available to New Applicants

7,000 lumen semi-enclosed (Mercury Vapor) <sup>1</sup>	\$ 7.99
7,000 lumen (Mercury Vapor) <sup>1</sup>	9.46
12,000 lumen (Retrofit Sodium Vapor) <sup>1</sup>	11.87
21,000 lumen (Mercury Vapor) <sup>1</sup>	14.40
21,000 lumen flood (Mercury Vapor) <sup>1</sup>	17.80
22,000 lumen (Sodium Vapor) <sup>2</sup>	13.45
38,000 lumen (Retrofit Sodium Vapor) <sup>1</sup>	16.07
40,000 lumen (Metal Halide) <sup>3</sup>	24.64
60,000 lumen (Mercury Vapor) <sup>1</sup>	28.18
60,000 lumen flood (Mercury Vapor) <sup>1</sup>	30.57

<sup>1</sup> Not available for new installations. Upon failure of the fixture or ballast, the fixture shall be replaced at no charge with a similar style fixture as shown in the table below and the monthly rate for the new fixture will apply:

Restricted Lumen Classification	Default Replacement Classification
7,000 lumen MV	9,500 lumen HPS or 9,000 lumen MH*
21,000 lumen MV	20,000 lumen MH
60,000 lumen MV	33,000 lumen MH
12,000 lumen RSV	9,500 lumen HPS
38,000 lumen RSV	28,500 lumen HPS

\* A 9,500 lumen sodium vapor fixture shall be the default replacement if a comparable style 9,000 lumen metal halide fixture is unavailable.

<sup>2</sup> Not available for new installations, except to existing customers for additional units of the same type on the same or contiguous property.

<sup>3</sup> Not available for new installations, unless available in inventory. Upon failure of a 40,000 lumen fixture, it will be replaced at no charge with a similar style 33,000 lumen fixture and the monthly rate for the new fixture will apply.

2. Overhead Service to Light Emitting Diode (LED) Lighting

The basic rate per fixture defined below will be billed for installations of PEC-approved lighting fixtures installed on Company's system distribution poles. Upon notification by Customer that 35% or greater of the light emitting diodes contained within the fixture are not burning, Company will perform as soon as practicable, during regular working hours, the necessary maintenance to restore illumination. The basic rate does not include the monthly charges for additional facilities, special lighting poles or posts, underground service, or any contribution required under this Schedule.

LED Basic Rate:

<u>Fixture</u>	<u>Monthly Charge Per</u> <u>Fixture*</u>	<u>Monthly kWh Per</u> <u>Fixture</u>
LED 75	\$7.00	25
LED 105	10.00	35
LED 215	15.00	73
LED 205 Site Lighter	15.00	69

\* In addition to the Basic Rate, Customer shall pay a monthly charge of 2.0% times the cost difference between the estimated installed cost of a PEC-approved fixture and the basic LED fixture cost allowance for the stated lumen category in accordance with the ADDITIONAL FACILITIES paragraph below. The monthly charge shall not be less than zero.

3. Underground Service

For underground service, the monthly bill will be increased by \$3.55 per pole or, in lieu thereof, a one-time contribution of \$177.50 per pole. The monthly pole charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

4. Special Area Lighting Poles and Posts

A special area lighting pole or post is any Company-owned pole or post, except those installed under Additional Facilities Item No. 4 below, installed as a part of an area lighting system and on which no other Company overhead distribution facilities are installed except those necessary to provide service to an area lighting system, or a pole or post installed as a part of a Company-owned underground area lighting system.

	<u>Monthly Charge Per Pole or Post</u>
Wood	\$2.25
Metal*, Fiberglass, or Post	5.20
12-Foot Smooth Concrete Post**	10.00
16-Foot Smooth Concrete Post**	11.00
Decorative Square Metal	13.10
13-Foot Fluted Concrete Post**	15.00
Decorative Aluminum 12 Foot Post	18.00
Decorative 35- or 39-Foot Tapered Metal Pole	28.58

\* Metal will be installed in locations where fiberglass cannot be used, as determined by Company.

\*\* Concrete posts will not be available for new installations on and after August 1, 2007. Concrete posts or similar material posts, as determined by Company, will be offered in accordance with the Additional Facilities paragraph.

5. Masterpiece Series Standard Facilities

Masterpiece Series Standard Facilities are deluxe decorative fixtures, posts, and brackets that are normally maintained in inventory by Company to meet the lighting needs of customers. The MONTHLY RATE for Masterpiece Series Standard Facilities is as follows:

Masterpiece Series Fixtures: In addition to the MONTHLY RATE Item 1, for a 9,000 or 9,500 lumen fixture, Customer pays:

Masterpiece Series A Fixture	\$3.00
Masterpiece Series B Fixture	\$5.00

Masterpiece Series Decorative Posts:

Masterpiece Series A 12-Foot decorative metal post	\$18.00
Masterpiece Series A 16-Foot decorative metal post	\$22.00

Masterpiece Series Bracket:

Masterpiece Series A Twin Mounting Bracket	\$7.50
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### ADDITIONAL FACILITIES

1. Multiple area lighting fixtures may be installed per pole subject to Company's review and approval. The monthly charge for each additional fixture will be the charge in accordance with the MONTHLY RATE for that fixture plus 2% of the estimated installed cost of the facilities necessary to serve the multiple fixture installation in excess of that normally required to provide standard area lighting service.
2. For distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the required facilities.
3. For an underground circuit, each conductor span in excess of 250 feet for an area lighting pole, 2% of the estimated installed cost of the excess circuit. Customer has the option of making a nonrefundable contribution of the estimated installed cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly facilities charge for such excess circuit.
4. For special nonstandard poles and posts not listed above in MONTHLY RATE, 2% of the estimated installed cost of the poles or posts. For nonstandard fixtures not included in the MONTHLY RATE provision above, the monthly charge will be the charge in accordance with the MONTHLY RATE for that fixture plus 2% of the difference between the estimated installed cost of the nonstandard fixture and the estimated cost of the equivalent standard fixture.
5. For a bracket or mast arm in excess of the standard facilities for a given fixture type, 2% of the estimated installed cost of the required facilities in excess of that for standard facilities.

### NON-REFUNDABLE CONTRIBUTION

1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than Company's normal materials and methods, Customer will contribute the additional cost except when the Service Extension Provision as stated below is applicable.
2. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
3. Service supplied under the MONTHLY RATE in this Schedule does not include the conversion of existing overhead secondary conductors to underground. Should Customer desire such a conversion under this Schedule, Customer will contribute to Company, in addition to the applicable contributions above, the estimated net loss in salvage value of the overhead facilities being removed. The Customer will thereafter pay the applicable rate for underground service.

### SERVICE EXTENSIONS

For area lighting installed as part of and at the same time as other Company facilities, the contributions normally required for Underground Service and abnormal soil conditions under Nonrefundable Contribution Item 1, if any, will be in accordance with Line Extension Plan E. The installation of lighting fixtures or poles shall be in a location that is readily accessible by a Company truck to support installation and maintenance of Company facilities.



## FUEL AND DSM/EE ADJUSTMENT

Fuel and related environmental costs as set forth in Rider No. 39Z and demand side management and energy efficiency costs as set forth in Rider DSM/EE-1 are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE-1 are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina.

## SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity

## PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, effective on and after January 1, 1989, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

## CONTRACT PERIOD

The initial Contract Period for lighting units shall be one of the following:

- (1) One year when the lighting unit will be mounted on Company's existing distribution pole (excluding temporary service poles), no more than one additional span of overhead secondary conductor is required, and no additional facilities are required;
- (2) Three years for overhead service other than those which comply with the one-year term provisions, and (4) or (5) does not apply; or
- (3) Five years for underground service; or
- (4) Ten years for service to all Masterpiece Series facilities and for service utilizing fixtures, poles, and posts determined by Company as Special Order nonstandard; or
- (5) Twenty years for service utilizing fixtures, poles, and posts determined by Company as Custom Design nonstandard.
- (6) For temporary lighting facilities, the Customer shall pay the total estimated installed cost plus removal costs minus salvage value of the facilities installed to provide such service in lieu of a Contract Period.

The Contract Period shall extend from year to year thereafter until terminated by Customer or Company. Customer may terminate the Agreement before the expiration of the initial Contract Period by paying to Company a sum of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial Contract Period.

Company may require Customer to initially make a termination deposit which will not exceed the termination amount computed in accordance with the above paragraph. Such termination deposit will be refunded in equal amounts at the end of each full year service is rendered. This annual refund will be the termination deposit divided by the number of years in the Contract Period.

GENERAL

Service rendered under this Schedule is subject to the provisions of Company's Service Regulations filed with the state regulatory commission.

Supersedes Schedule ALS-13

Effective for bills rendered on and after March 1, 2010

SCPSC Docket No. 2010-\_\_\_\_-E, Order No. 2010-\_\_\_\_



STREET LIGHTING SERVICE  
SCHEDULE SLS-13A

AVAILABILITY

This Schedule is available for service supplied in the lighting of dedicated public streets, highways, municipally owned and operated public parking lots, and municipally owned and operated public parks by lighting fixtures mounted on Company-owned poles or government-owned traffic signal poles. This Schedule is also available for continuous service to other installations which were being served on April 1, 1973, under superseded Schedules SL-1G and SL-2C.

SERVICE

The service supplied by Company will include the installation of a street lighting system, according to Company's standards and requirements, which will be owned, maintained and operated by Company, including the furnishing of the electricity required for the illumination of the lamps from dusk to dawn. The lumen ratings of lighting units listed under the Monthly Rate indicate the general class of lamp.

MONTHLY RATE

1. Overhead Service

Basic Rate: The basic rate per fixture defined below will be billed for installations of standard street lighting fixtures. The basic rate does not include the monthly charges for additional facilities, street lighting poles, underground service, or any contribution required under this Schedule and under the Street Lighting Service Regulations.

<u>Sodium Vapor Units</u>	<u>Monthly Charge Per Fixture</u>
5,800 lumen	\$6.03
9,500 lumen	8.46
16,000 lumen	11.61
28,500 lumen	15.17
50,000 lumen	18.10
<u>Metal Halide Units</u>	
9,000 lumen	\$12.01
20,000 lumen	16.58
33,000 lumen	20.72
110,000 lumen	41.46
<u>Lighting Fixtures – No Longer Available to New Applicants</u>	
7,000 lumen semi-enclosed (Mercury Vapor) <sup>1</sup>	\$ 8.74
7,000 lumen (Mercury Vapor) <sup>1</sup>	9.37
12,000 lumen (Retrofit Sodium Vapor) <sup>1</sup>	9.88
21,000 lumen (Mercury Vapor) <sup>1</sup>	14.80
22,000 lumen (Sodium Vapor) <sup>2</sup>	12.71
38,000 lumen (Retrofit Sodium Vapor) <sup>1</sup>	15.20
40,000 lumen (Metal Halide) <sup>3</sup>	21.29
60,000 lumen (Mercury Vapor) <sup>1</sup>	25.36

- <sup>1</sup> Not available for new installations. Upon failure of the fixture or ballast, the fixture shall be replaced at no charge with a similar style fixture as shown in the table below and the monthly rate for the new fixture will apply:

Restricted Lumen Classification	Default Replacement Classification
7,000 lumen MV	9,500 lumen HPS
21,000 lumen MV	28,500 lumen HPS
60,000 lumen MV	50,000 lumen HPS
12,000 lumen RSV	9,500 lumen HPS
38,000 lumen RSV	28,500 lumen HPS

- <sup>2</sup> Not available for new installations, except to existing customers for additional units of the same type on the same or contiguous property.

- <sup>3</sup> Not available for new installations, unless available in inventory. Upon failure of a 40,000 lumen fixture, it will be replaced at no charge with a similar style 33,000 lumen fixture and the monthly rate for the new fixture will apply.

## 2. Overhead Service to Light Emitting Diode (LED) Lighting

The basic rate per fixture defined below will be billed for installations of PEC-approved lighting fixtures installed on Company's system distribution poles. Upon notification by Customer that 35% or greater of the light emitting diodes contained within the fixture are not burning, Company will perform as soon as practicable, during regular working hours, the necessary maintenance to restore illumination. The basic rate does not include the monthly charges for additional facilities, special lighting poles or posts, underground service, or any contribution required under this Schedule.

### A. LED Basic Rate (Standard Option):

<u>Fixture</u>	<u>Monthly Charge Per</u>	<u>Monthly kWh Per</u>
	<u>Fixture*</u>	<u>Fixture</u>
LED 75	\$7.00	25
LED 105	10.00	35
LED 215	15.00	73
LED 205 Site Lighter	15.00	69

\* In addition to the Basic Rate, Customer shall pay a monthly charge of 2.0% times the cost difference between the estimated installed cost of a PEC-approved fixture and the basic LED fixture cost allowance for the stated lumen category in accordance with the ADDITIONAL FACILITIES paragraph below. The monthly charge shall not be less than zero.

- B. LED Basic Rate (Customer-Ownership Option): Customer shall provide a PEC-approved LED fixture at no cost to Company for installation on Company's system distribution poles. Customer retains full ownership of the fixture and after removal from service will be picked up by the Customer. The basic rate defined below will be billed for installation, operation and maintenance of Customer-owned lighting fixture. Customer shall provide a replacement fixture, if required, to maintain the lighting service.

<u>Fixture</u>	<u>Monthly Charge Per</u>	<u>Monthly kWh Per</u>
	<u>Fixture</u>	<u>Fixture</u>
LED 75	\$5.13	25
LED 105	5.54	35
LED 215	6.95	73
LED 205 Site Lighter	6.82	69



3. Underground Service

For underground service, the monthly bill will be increased by \$3.55 per pole or, in lieu thereof, a one-time contribution of \$177.50 per pole. The monthly pole charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

4. Special Street Lighting Poles or Posts

	<u>Monthly Charge Per Pole or Post</u>
Wood	\$1.40
Metal*, Fiberglass, or Post	2.80
12 Foot Concrete Post**	10.00
16 Foot Concrete Post**	11.00
Decorative Square Metal	13.10
13 Foot Fluted Concrete Post**	15.00
Decorative Aluminum 12 Foot Post	18.00
Decorative 35- or 39-Foot Tapered Metal Pole	28.58
System Metal	0.90

\* Metal will be installed in locations where fiberglass cannot be used as determined by Company.

\*\* Concrete posts will not be available for new installations on and after August 1, 2007. Concrete posts or similar material posts, as determined by Company, will be offered in accordance with the Additional Facilities paragraph.

For overhead installations of Special Metal and System Metal poles prior to June 1, 1982, the monthly charge will be \$1.80 and \$0.60, respectively.

5. Masterpiece Series Standard Facilities

Masterpiece Series Standard Facilities are deluxe decorative fixtures, posts, and brackets that are normally maintained in inventory by Company to meet the lighting needs of customers. The MONTHLY RATE for Masterpiece Series Standard Facilities is as follows:

Masterpiece Series Fixtures: In addition to the MONTHLY RATE Item 1, for a 9,000 or 9,500 lumen fixture, Customer pays:

Masterpiece Series A Fixture	\$3.00
Masterpiece Series B Fixture	\$5.00

Masterpiece Series Decorative Posts:

Masterpiece Series A 12-Foot decorative metal post	\$18.00
Masterpiece Series A 16-Foot decorative metal post	\$22.00

Masterpiece Series Bracket:

Masterpiece Series A Twin Mounting Bracket	\$7.50
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## ADDITIONAL FACILITIES

1. Multiple street lighting fixtures may be installed per pole subject to Company's review and approval. The monthly charge for each additional fixture will be the charge in accordance with the MONTHLY RATE for that fixture plus 2% of the estimated installed cost of the facilities necessary to serve the multiple fixture installation in excess of that normally required to provide standard street lighting service.
2. For distribution transformer and/or primary conductor extension, 2% of the estimated installed cost of the required facilities.
3. For a bracket or mast arm in excess of six feet for underground service or 16 feet for overhead service, 2% of the estimated installed cost of the required facilities in excess of that for standard facilities.
4. For an underground circuit, each conductor span in excess of 250 feet for a street lighting pole, 2% of estimated installed cost of the excess circuit. Customer has the option of making a non-refundable contribution of the estimated installed cost of an underground circuit in excess of 250 feet per span in lieu of paying the monthly additional facilities charge for such excess circuit.
5. For special nonstandard poles and posts not listed as standard items above in MONTHLY RATE, 2% of the estimated installed cost of overhead or underground poles or posts. For nonstandard fixtures not included in the MONTHLY RATE provision above, the monthly charge will be the charge in accordance with the MONTHLY RATE for that fixture plus 2% of the difference between the estimated installed cost of the nonstandard fixture and the estimated installed cost of the equivalent standard fixture.

## NONREFUNDABLE CONTRIBUTION

1. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than Company's normal materials and methods, Customer will contribute the additional cost except when the Service Extension Provision as stated below is applicable.
2. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
3. Service supplied under the MONTHLY RATE in this Schedule does not include the conversion of existing overhead street lighting circuits to underground. Should Customer desire such a conversion under this Schedule, Customer will pay to Company, in addition to the applicable contribution and charges herein, the estimated net investment depreciated, plus removal cost, less salvage value of the overhead conductor being removed.

## SERVICE EXTENSIONS

For street lighting installed as part of and at the same time as other Company facilities, the contributions normally required for Underground Service and abnormal soil conditions under Nonrefundable Contribution Item 1, if any, will be in accordance with Line Extension Plan E. The installation of lighting fixtures or poles shall be in a location that is readily accessible by a Company truck to support installation and maintenance of Company facilities.



### FUEL AND DSM/EE ADJUSTMENT

Fuel and related environmental costs as set forth in Rider No. 39Z and demand side management and energy efficiency costs as set forth in Rider DSM/EE-1 are included in the above charges and are subject to adjustment by order of the Public Service Commission of South Carolina. The rates applicable under Rider DSM/EE-1 are provisional and are therefore subject to true-up with interest upon further review by the Office of Regulatory Staff and the Public Service Commission of South Carolina.

### SALES AND FRANCHISE TAX OR PAYMENT IN LIEU THEREOF

To the above charges will be added any applicable South Carolina sales tax, and for those customers within any municipal or other local governmental jurisdiction, an appropriate amount to reflect any franchise fee, business license tax, or similar percentage fee or tax, or charge in lieu thereof imposed by such entity.

### PAYMENTS

Bills are due when rendered and are payable within 15 days from the date of the bill. If any bill is not so paid, the Company has the right to suspend service in accordance with its Service Regulations. In addition, effective on and after January 1, 1989, any bill not paid on or before the expiration of twenty-five (25) days from the date of the bill is subject to an additional charge of 1.5% per month as provided in Rule 103-339(3) of the Rules and Regulations of the South Carolina Public Service Commission.

### CONTRACT PERIOD

The Contract Period shall not be less than the following:

- (1) Ten years for standard and Masterpiece Series standard fixtures, poles, and posts, and
- (2) Twenty years for service utilizing fixtures, poles, and posts determined by Company as nonstandard or custom-designed.

### GENERAL

Service rendered under this Schedule is subject to the provisions of Company's Street Lighting Service Regulations filed with the state regulatory commission.

Supersedes Schedule SLS-13

Effective for bills rendered on and after March 1, 2010

SCPSC Docket No. 2010-\_\_\_\_-E, Order No. 2010-\_\_\_\_

## STREET LIGHTING SERVICE REGULATIONS

### 1. SERVICE AGREEMENT

In order to assure certainty and uniformity of conditions, Company will only supply street lighting service under its uniform Service Agreement, consisting of (1) the Application for Street Lighting Service, (2) the applicable Schedule, and (3) the Street Lighting Service Regulations.

### 2. DEFINITIONS

- (a) Dusk is a period before nightfall and in the illumination of lamps it will be considered as being approximately 30 minutes after sunset.
- (b) Dawn is a period after daybreak and in the illumination of lamps it will be considered as being approximately 30 minutes before sunrise.
- (c) A special street lighting pole or post is any standard Company-owned pole or post installed as a part of its overhead street lighting system and on which no other Company overhead distribution facilities are installed or a pole or post installed as a part of its underground street lighting system. If another utility or company has overhead conductors or equipment installed on a Company-owned pole or post used by Company only for street lighting, such pole or post will be classified as a special street lighting pole; however, if Company installs its overhead street lighting equipment on a pole or post owned by another utility, such pole or post will not be classified as a special street lighting pole or post.
- (d) A system street lighting pole is a system distribution pole on which Company has attached both street lighting and overhead distribution facilities or a pole installed in conjunction with the street lighting system to which only overhead distribution facilities are attached.
- (e) A system street lighting metal pole is a metal pole on which Company has attached both street lighting and overhead distribution facilities or a metal pole installed in conjunction with the street lighting system to which only overhead distribution facilities are attached.

### 3. EXTENSIONS AND ADDITIONS

Company will extend its street lighting system to supply additional lighting units at Customer's request and install the additional lighting units insofar as practical, in accordance with good engineering practice, at the locations Customer designates. If any overhead lighting unit is more than 500 feet from the next adjacent lighting unit or Company has to extend its secondary overhead distribution system more than 500 feet, the Customer will make a nonrefundable contribution to Company equal to the estimated installed cost of the new circuit in excess of 500 feet.

### 4. CHANGE IN FIXTURE STYLE, LIGHT SOURCE OR LAMP LUMEN RATING

At Customer's request, Company will, at no cost to Customer, change the fixture, pole or post style or color at the same location provided the facilities to be replaced have been in service for 20 years or longer and the contract term for the new facilities is extended. The appropriate term shall be as described in the Contract Period paragraph stated in the Street Lighting Service Schedule. If the facilities to be changed to a different style or color have been in service less than 20 years, Customer shall pay a charge of \$50 if only the fixture is changed or \$500 if the facilities to be changed includes



the pole or post. If the request requires a change in the overall lighting design and layout and the fixture or pole are not installed in the same location, in addition to the fixture and pole change charge for an underground installation, Customer shall pay the estimated installed cost of the new underground circuit in excess of 250 feet plus any abnormal construction costs.

5. RELOCATION OF FACILITIES

If the Company's street lighting facilities are installed within its rights-of-way or easements, upon Customer's request Company will relocate such facilities to a new location within the same general area provided Customer will pay to Company any applicable charge as set forth in the Termination of a Service Agreement paragraph shown below. A new Contract Term shall not be required. If the relocation request involves both lighting and other distribution facilities, the cost of the relocation of all facilities shall be determined pursuant to the Line Extension Plan.

6. RIGHTS-OF-WAY

Customer shall furnish, without cost to Company, satisfactory rights-of-way or franchise for Company to install its street lighting circuits and necessary equipment. Customer will be responsible for trimming trees and other vegetation that obstruct the light output from the fixture(s) or maintenance access to the facilities.

7. CONTINUITY OF SERVICE

Company will exercise due diligence and reasonable care and foresight to maintain continuity of service as provided in the Service Agreement, but shall not be considered to be in default in respect to any obligation under the Service Agreement if prevented from fulfilling such obligation by reason of uncontrollable forces or by reason of outages of facilities for repair, replacement or inspection, provided due diligence was used to limit such outages, and provided such outages, except in emergencies, were conducted upon a reasonable prearranged schedule; the term "uncontrollable forces" shall be deemed for the purposes of this Agreement to mean earthquake, storm, lightning, flood, backwater caused by flood, fire, epidemic, accident, failure of facilities, war, riot, civil disturbance, strike, labor disturbance, restraint by an order of court or public authority, or other causes beyond the control of Company, which by exercise of due diligence and foresight Company could not reasonably have been expected to avoid. When Company is rendered unable to fulfill any obligation by reason of uncontrollable forces Company will exercise due diligence to remove such disability with reasonable dispatch.

8. BURNED OUT OR BROKEN LAMPS

Company will use reasonable diligence to see that all lamps are burning each night but does not guarantee the lamps against burn outs and breakage. Customer will be responsible for notifying Company of any and all lamps which are not burning according to schedule and Company shall have until dusk of two business days following notice to replace the lamps. If Customer has given Company written notice and Company fails to so replace the lamps designated in the notice within such two business days, then, upon request by Customer, there shall be a pro rata reduction of the "Monthly Rate" charge per fixture.

When a pro rata reduction of the "Monthly Rate" charges is to be made, the lamp or lamps will be considered as burning until the day on which Company was first notified in writing by Customer and the amount of the "Monthly Rate" charges to be billed will be determined by multiplying the "Monthly Rate" charges by the ratio of the number of days in the month which the lamp actually burned to thirty days.

9. DAMAGE TO COMPANY FACILITIES

Customer shall protect Company's wiring, apparatus, lighting fixtures, and poles covered by the Service Agreement from damage or harm. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Customer, his employees or agents, the cost incurred by Company to repair the facilities shall be paid by Customer.

10. CONFLICTS

In case of conflict between any provision of a street lighting schedule and these Street Lighting Service Regulations, the provisions of the street lighting schedule shall prevail.

11. NONSTANDARD FACILITIES

At the request of the Customer the Company may consent to install street lighting facilities, using Company approved equipment, which has not been established as a system standard subject to Customer paying to Company a Monthly Facilities Charge as determined under Company's filed Service Regulations.

The Company may, at its own discretion and without additional cost to Customer, install facilities on an experimental basis without adopting such facilities as standards.

12. DELINQUENT BILLS

Any bill not paid within 15 days from date of the bill shall be deemed to be delinquent and Company shall have the right at any time thereafter to discontinue the supply of electricity provided that (1) Company has notified Customer to pay any one or all of the delinquent bills and (2) Company has given Customer the required written notice of its intention to discontinue the supply of electricity.

13. TERMINATION OF A SERVICE AGREEMENT

If Customer desires to terminate all or a portion of the facilities installed pursuant to the Service Agreement, Company will agree to such termination if Company is satisfied that Customer no longer has need for street lighting service. If such termination request occurs before the expiration of the initial contract term, Company will agree to such termination and remove its facilities provided Customer pays an amount of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial Contract Period.

14. AMENDMENT OF A SERVICE AGREEMENT

If and when mutually agreed upon, a lighting unit or pole may be added or removed from the street lighting system or the size of the lamp may be changed. Any change made under this paragraph shall be evidenced by a written memorandum.

If Company extends its general distribution system so as to use special street lighting poles for distribution poles or removes its distribution facilities from a pole used for street lighting purposes, Company shall so notify Customer of the poles affected and appropriate adjustments will be made in the rendering of monthly bills.

Superseding Street Lighting Service Regulations dated October 11, 2004

Effective Date: March 1, 2010

SCPSC Docket No. 2010-\_\_\_\_-E, Order No. 2010-\_\_\_\_



## STREET LIGHTING SERVICE REGULATIONS

### 1. SERVICE AGREEMENT

In order to assure certainty and uniformity of conditions, Company will only supply street lighting service under its uniform Service Agreement, consisting of (1) the Application for Street Lighting Service, (2) the applicable Schedule, and (3) the Street Lighting Service Regulations.

### 2. DEFINITIONS

- (a) Dusk is a period before nightfall and in the illumination of lamps it will be considered as being approximately 30 minutes after sunset.
- (b) Dawn is a period after daybreak and in the illumination of lamps it will be considered as being approximately 30 minutes before sunrise.
- (c) A special street lighting pole or post is any standard Company-owned pole or post installed as a part of its overhead street lighting system and on which no other Company overhead distribution facilities are installed or a pole or post installed as a part of its underground street lighting system. If another utility or company has overhead conductors or equipment installed on a Company-owned pole or post used by Company only for street lighting, such pole or post will be classified as a special street lighting pole; however, if Company installs its overhead street lighting equipment on a pole or post owned by another utility, such pole or post will not be classified as a special street lighting pole or post.
- (d) A system street lighting pole is a system distribution pole on which Company has attached both street lighting and overhead distribution facilities or a pole installed in conjunction with the street lighting system to which only overhead distribution facilities are attached.
- (e) A system street lighting metal pole is a metal pole on which Company has attached both street lighting and overhead distribution facilities or a metal pole installed in conjunction with the street lighting system to which only overhead distribution facilities are attached.

### 3. EXTENSIONS AND ADDITIONS

Company will extend its street lighting system to supply additional lighting units at Customer's request and install the additional lighting units insofar as practical, in accordance with good engineering practice, at the locations Customer designates. If any overhead lighting unit is more than 500 feet from the next adjacent lighting unit or Company has to extend its secondary overhead distribution system more than 500 feet, the Customer will make a nonrefundable contribution to Company equal to the estimated installed cost of the new circuit in excess of 500 feet.

### 4. CHANGE IN FIXTURE STYLE, LIGHT SOURCE OR LAMP LUMEN RATING

At Customer's request, Company will, at no cost to Customer, change the fixture, pole or post style or color at the same location provided the facilities to be replaced have been in service for 20 years or longer and the contract term for the new facilities is extended. The appropriate term shall be as described in the Contract Period paragraph stated in the Street Lighting Service Schedule. If the facilities to be changed to a different style or color have been in service less than 20 years, Customer shall pay a charge of \$50 if only the fixture is changed or \$500 if the facilities to be changed includes the pole or post. If the request requires a change in the overall lighting design and layout

and the fixture or pole are not installed in the same location, in addition to the fixture and pole change charge for an underground installation, Customer shall pay the estimated installed cost of the new underground circuit in excess of 250 feet plus any abnormal construction costs.

At Customer's request, Company will, at no cost to Customer, change the fixture style or color or upgrade the lumen rating to provide facilities in a higher lumen range, provided the remaining portion or an extension of the contract term of the Service Agreement is sufficient to justify Company's additional investment. If Customer requests the fixture or lamp be changed to a different style or lamp within the same or a lesser lumen range, Customer shall pay Company an amount equal to the estimated cost of changing the facilities. The charge shall be calculated as the cost to remove the existing facilities and install the new facilities minus the salvage value of the removed equipment. The charge shall be reduced by an amount equal to two times the annual increased change in revenues, if any, and shall be increased for any contribution in aid of construction charges and applicable sales taxes. The lumen ranges are as follows:

<u>Lumen Range</u>	<u>Lumen Levels</u>
Lumen Range #1	up to 15,999 lumens
Lumen Range #2	16,000 to 29,999 lumens
Lumen Range #3	30,000 to 59,999 lumens
Lumen Range #4	60,000 lumens or greater

#### 5. RELOCATION OF FACILITIES

If the Company's street lighting facilities are installed within its rights-of-way or easements, upon Customer's request Company will relocate such facilities to a new location within the same general area provided Customer will pay to Company the estimated loss in salvage of the facilities being relocated, less 10 percent per year for each full year such facilities have been in service any applicable charge as set forth in the Termination of a Service Agreement paragraph shown below. A new Contract Term shall not be required. If the relocation request involves both lighting and other distribution facilities, the cost of the relocation of all facilities shall be determined pursuant to the Line Extension Plan.

#### 6. RIGHTS-OF-WAY

Customer shall furnish, without cost to Company, satisfactory rights-of-way or franchise for Company to install its street lighting circuits and necessary equipment. Customer will be responsible for trimming trees and other vegetation that obstruct the light output from the fixture(s) or maintenance access to the facilities.

#### 7. CONTINUITY OF SERVICE

Company will exercise due diligence and reasonable care and foresight to maintain continuity of service as provided in the Service Agreement, but shall not be considered to be in default in respect to any obligation under the Service Agreement if prevented from fulfilling such obligation by reason of uncontrollable forces or by reason of outages of facilities for repair, replacement or inspection, provided due diligence was used to limit such outages, and provided such outages, except in emergencies, were conducted upon a reasonable prearranged schedule; the term "uncontrollable forces" shall be deemed for the purposes of this Agreement to mean earthquake, storm, lightning, flood, backwater caused by flood, fire, epidemic, accident, failure of facilities, war, riot, civil disturbance, strike, labor disturbance, restraint by an order of court or public authority, or other causes beyond the control of Company, which by exercise of due diligence and foresight Company could not reasonably have been expected to avoid. When Company is rendered unable to fulfill any obligation by reason of uncontrollable forces Company will exercise due diligence to remove such disability with reasonable dispatch.



8. BURNED OUT OR BROKEN LAMPS

Company will use reasonable diligence to see that all lamps are burning each night but does not guarantee the lamps against burn outs and breakage. Customer will be responsible for notifying Company of any and all lamps which are not burning according to schedule and Company shall have until dusk of two business days following notice to replace the lamps. If Customer has given Company written notice and Company fails to so replace the lamps designated in the notice within such two business days, then, upon request by Customer, there shall be a pro rata reduction of the "Monthly Rate" charge per fixture.

When a pro rata reduction of the "Monthly Rate" charges is to be made, the lamp or lamps will be considered as burning until the day on which Company was first notified in writing by Customer and the amount of the "Monthly Rate" charges to be billed will be determined by multiplying the "Monthly Rate" charges by the ratio of the number of days in the month which the lamp actually burned to thirty days.

9. DAMAGE TO COMPANY FACILITIES

Customer shall protect Company's wiring, apparatus, lighting fixtures, and poles covered by the Service Agreement from damage or harm. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Customer, his employees or agents, the cost incurred by Company to repair the facilities shall be paid by Customer.

10. CONFLICTS

In case of conflict between any provision of a street lighting schedule and these Street Lighting Service Regulations, the provisions of the street lighting schedule shall prevail.

11. NONSTANDARD FACILITIES

At the request of the Customer the Company may consent to install street lighting facilities, using Company approved equipment, which has not been established as a system standard subject to Customer paying to Company a Monthly Facilities Charge as determined under Company's filed Service Regulations.

The Company may, at its own discretion and without additional cost to Customer, install facilities on an experimental basis without adopting such facilities as standards.

12. DELINQUENT BILLS

Any bill not paid within 15 days from date of the bill shall be deemed to be delinquent and Company shall have the right at any time thereafter to discontinue the supply of electricity provided that (1) Company has notified Customer to pay any one or all of the delinquent bills and (2) Company has given Customer the required written notice of its intention to discontinue the supply of electricity.

13. TERMINATION OF A SERVICE AGREEMENT

If Customer desires to terminate all or a portion of the facilities installed pursuant to the Service Agreement, Company will agree to such termination if Company is satisfied that Customer no longer has need for street lighting service. If such termination request occurs before the expiration of the initial contract term, Company will agree to such termination and remove its facilities provided Customer pays an amount of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial Contract Period. ~~In the case of a street lighting~~

~~system which has not been installed for at least ten years (standard facilities) or twenty years (nonstandard facilities), at the expiration of either the original contract period or any extended contract period. Company will remove its equipment and Customer will pay to Company an amount of money equal to 10 percent (standard facilities) or 5 percent (nonstandard facilities) of the estimated loss in salvage of the equipment to be removed times the number of years less than ten (standard) or twenty (nonstandard) that the equipment has been installed.~~

14. AMENDMENT OF A SERVICE AGREEMENT

If and when mutually agreed upon, a lighting unit or pole may be added or removed from the street lighting system or the size of the lamp may be changed. Any change made under this paragraph shall be evidenced by a written memorandum.

If Company extends its general distribution system so as to use special street lighting poles for distribution poles or removes its distribution facilities from a pole used for street lighting purposes, Company shall so notify Customer of the poles affected and appropriate adjustments will be made in the rendering of monthly bills.

Superseding Street Lighting Service Regulations dated ~~June 1, 1982~~October 11, 2004

~~Previous Revision Date: January 1, 1996~~

Effective Date: ~~October 11, 2004~~March 1, 2010

SCPSC Docket No. ~~2004-163-E~~2010-~~-E~~, Order No. ~~2004-391~~2010-



**LED Customer-Owned Street Lighting Service Agreement Addendum**

1. The undersigned, hereinafter called "Customer", hereby applies to Progress Energy Carolinas, Inc., hereinafter called "Company", for the installation of Customer-owned LED lighting fixtures on Company poles ("Customer-owned LED fixtures"). An LED lighting fixture is lighting equipment using light-emitting diodes as electronic light sources. This service is provided pursuant to a Street Lighting Service Agreement existing between Company and Customer for the provision of street lighting service (the "Agreement"), as set forth in the Street Light Service Schedule SLS and Street Lighting Service Regulations which are included and constitute a part of the Agreement.
2. Customer will purchase Company-approved fixtures from the Company-approved vendor and deliver the Customer-owned LED fixtures to the Company. Customer will receive an invoice from the vendor plus any applicable sales tax and shipping cost and will pay the vendor for these fixtures. Company-owned inventory of approved fixtures located at the vendor site or Company warehouse are not available for use as Customer-owned LED fixtures.
3. The electric service for operation of Customer-owned LED fixtures will be billed under the applicable LED Basic Rate (customer-ownership option) set forth in Street Light Service Schedule SLS. A new Customer billing account is required to be established for Customer-owned LED fixtures.
4. Company or a Company-approved contractor will install, maintain, relocate, remove and reinstall all Customer-owned LED fixtures and any other lighting equipment on Company-owned poles for installation, maintenance, repair and removal.
5. Company's obligation to install the Customer-owned LED fixtures as covered in this Agreement on the agreed-upon date is contingent upon Company receiving the necessary Company-owned poles, bracket arms and other equipment, Customer-owned LED fixtures and any necessary rights-of-way in sufficient time to install the Customer-owned LED fixtures on or before that date.
6. Company will determine when approved maintenance replacement fixtures are required and will notify Customer, and Customer shall then deliver the replacement fixtures to Company for installation. Customer will designate an authorized contact representative for the Customer that is responsible for obtaining these fixtures and empowered to make other Customer decisions regarding Customer-owned LED fixtures.
7. In case of extended outages due to damage to Customer-owned LED fixtures, Company will not be responsible for restoring the fixture to service until Customer provides a suitable replacement fixture. Company will be responsible for installing replacement fixtures within five (5) business days after delivery of replacement fixtures to Company by Customer or its agent.
8. All street lights must be readily accessible by Company repair vehicle for maintenance purposes.
9. At no time will Customer have the right to purchase Company-owned fixtures that are part of an existing lighting system or Company warehouse stock.
10. Neither Customer nor Company will alter the Customer-owned LED fixtures in a manner to adversely impact the vendor warranty or LED fixture performance.
11. In no event shall Company be held liable for, and Company makes no representation, covenant or warranty about maintained light levels, desired effects, maintained uniformity ratios, light pollution, light trespass, and/or glare associated with Customer-owned LED fixtures. The lighting fixture specifications, lighting designs and pole locations have been selected and approved by Customer.
12. Customer shall be solely responsible for obtaining any and all Property Rights necessary for Company to install and attach Customer-owned lighting equipment to Company-owned poles. Customer therefore



represents, covenants and warrants that all Property Rights have been obtained or will be obtained to allow Company to install and attach Customer-owned LED fixtures to Company poles. For purposes of this Agreement, "Property Rights" shall mean the Customer procuring, obtaining, securing or otherwise obtaining all rights necessary for Company's placement and maintenance of the Customer's facilities on Company poles (whether located on public or private property), being wholly free of any underlying real property limitations, easements, contractual limitations, prior liens, mortgages, regulatory clearances, or other encumbrances/restrictions of any kind.

13. Should Customer request that Company replace or relocate any Customer-owned LED fixtures which Company has attached to its Street Lighting poles, Company shall be responsible for transferring or relocating all Customer-owned LED fixtures. Any applicable costs incurred by Company associated with the transfer and relocation of Customer-owned LED fixtures shall be exclusively paid by Customer.
14. Notwithstanding any provision in this Agreement to the contrary, at all times, Company retains the right to remove its Street Lighting Facilities, including any Customer-owned LED fixtures, for any reason related to safety, operation of equipment, and/or the provision of electric service to Company's customers.
15. All Customer-owned LED fixtures and all Company Street Lighting Facilities shall be installed and at all times maintained and utilized in accordance with all applicable national, state and local laws and ordinances. Customer and Company shall at all times comply with generally accepted electric utility industry safety practices.
16. Customer authorizes Company to discard all failed out-of-warranty Customer-owned LED fixtures unless indicated otherwise by Customer. Company will notify designated Customer representative when a maintenance replacement fixture is required. Customer-owned LED fixtures not authorized to be discarded by Company, including fixtures still under warranty, must be picked up by Customer.
17. Transfer of fixture ownership from Company to Customer or Customer to Company is not allowed. Company will, upon Customer request, terminate the contract term of the existing Customer-owned LED fixtures, remove them and install Company-owned fixtures with the associated new contract term and billing. Removed fixtures will be returned to Customer and must be picked up by Customer.
18. Company will allow Customer to transfer ownership of Customer-owned LED fixtures to a new customer, upon satisfactory credit verification of the new customer, if both parties execute an agreement to transfer ownership. A deposit from the new customer may be required.
19. Customer shall not cause or permit any person(s) to work near conductors and appurtenances energized or likely to be energized with electricity. Customer, Company and Company's contractors shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) and any applicable overhead high-voltage line safety laws and any other requirements and practices expected to be applicable when working near electricity.
20. This Agreement embodies the entire agreement between Company and Customer regarding the attachment of Customer-owned LED fixtures to Company's poles only and the provision of electric service to Customer's fixtures. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this executed Agreement are valid or binding unless approved by the regulatory commission having jurisdiction (the "Commission"). Any dispute arising under this Agreement shall first be referred for resolution by the Commission, if the parties are unable to resolve the matter by negotiation.
21. Unless otherwise defined in this Agreement, the SLS Rate Schedule or the Street Lighting Service Regulations, all capitalized terms and phrases used in this Agreement shall have their common industry meaning.



22. Company acknowledges that insurance coverage for its workers remains in effect per the existing Street Lighting Service Agreement between the parties.

Accepted:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Customer's Name, Title

By: \_\_\_\_\_ Date: \_\_\_\_\_

Progress Energy Carolinas, Inc., Title